

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division
Case No. 1:10-CV-189 (GBL-TRJ)

LION ASSOCIATES, LLC,
Plaintiff,
v.
SWIFTSHIPS SHIPBUILDERS, LLC,
Defendant.

DEPOSITION OF ADM JAMES A. LYONS, JR.
Washington, D.C.
September 1, 2010

Reported by:
Mary Ann Payonk, RDR-CRR, CBC, CCP
Job No. 32907

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September 1, 2010
10:03 a.m.

Deposition of ADM JAMES A. LYONS, JR.,
held at the offices of Patton Boggs, 2550 M
Street, N.W., Washington, D.C. pursuant to
Notice before Mary Ann Payonk, Certified
Realtime Reporter and Notary Public of the
District of Columbia.

1 J. Lyons

2 A. Correct.

3 Q. Now, directing your attention to
4 compensation, if you look up to paragraph 3,
5 there appears to be an interlineation in the
6 last sentence of that paragraph so that it now
7 reads: "Also, consultant will be paid
8 3 percent of each new contract brought to Swift
9 which was obtained by Lyon."

10 Do you see that language handwritten,
11 "brought to Swift which was" -- which was --

12 A. I see it.

13 Q. Whose handwriting is that?

14 A. I don't know.

15 Q. Do you see that there appear to be
16 initials to the right of that?

17 A. Correct.

18 Q. Do you know whose initials those are?

19 A. No.

20 Q. Does the first letter appear to you
21 to be a C?

22 A. It does.

23 Q. Might it be Calvin LeLeux?

24 A. It could be.

25 Q. But you don't know?

1 J. Lyons

2 A. I don't know.

3 Q. Did you approve of the handwritten
4 interlineation here?

5 A. I -- when it came in, I saw this
6 written in. I saw where to me it made no
7 difference to the original contract, since
8 Swiftships did not have a contract from the
9 Navy, and the contract I was working on would
10 be a new contract brought to Swiftships.

11 Q. So this language was acceptable to
12 you; correct?

13 A. Correct.

14 Q. And you never complained or protested
15 to anybody at Swiftships, did you?

16 A. Correct, because I had the agreement
17 that the \$7,500 and 3 percent was acceptable.
18 So to me, it was not an issue.

19 Q. Was it your understanding that the
20 language that was added, "brought to Swift,
21 which was," was meaningless?

22 A. As far as I was concerned.

23 Q. Did you ever ask Mr. LeLeux or
24 anybody at Swiftships or the Gill Law Firm
25 what, if anything, they meant by that?